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Karen Higgs  
Manager Tariffs

181192  
windstream.

Date: August 7, 2006

Mr. Charles Terreni  
Chief Clerk and Administrator  
South Carolina Public Service Commission  
101 Executive Center Drive  
Columbia SC 29210

Dear Mr. Terreni:

Attached please find an original + 2 copies of the Windstream Communications, Inc. Telecommunications Services CLEC Tariff, in accordance with the name change approved in Docket 2005-399-C.

This is an original issue tariff, with the name change only. No changes were made to regulations, services, or rates. This filing cancels the ALLTEL Communications, Inc. CLEC Tariff. This original tariff filing was inadvertently left out of the filing made in the letter dated July 19, 2006.

The company requests that this filing become effective on July 17, 2006, in accordance with the order approving the name change, filed July 12, 2006 and per discussions with Joe Rogers of the Office of Regulatory Staff. Please call me at 501-748-6655 if you have any questions regarding this filing.

Sincerely,

*Karen Higgs*

Karen Higgs

cc: Mr. C. Dukes Scott, Executive Director, Office of Regulatory Staff

**Tariff of**

**Windstream Communications, Inc.**

**South Carolina**

This Tariff, filed with the South Carolina Public Service Commission, contains the rates, terms and conditions applicable to the provision of local exchange services provided by Windstream Communications, Inc. within the State of South Carolina.

ISSUED: July 17, 2006  
BY: Vice President  
Little Rock, Arkansas

EFFECTIVE: July 17, 2006

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WINDSTREAM COMMUNICATIONS, INC.  
South Carolina

SECTION 1  
Original Page 1

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BY: Vice President  
Little Rock, Arkansas

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UTILITY INFORMATION

Utility Official:	Mike Gately Staff Manager – Tariffs
Telephone Number:	501-748-5284
Mailing Address:	Windstream Communications, Inc. 4001 Rodney Parham Road Little Rock, AR 72212

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## TARIFF FORMAT

### 2. TARIFF FORMAT

#### 2.1 Tariff Symbols

- 2.1.1. The following symbols appear in the right margin opposite any revision to the previously approved Tariff.

<u>Symbol</u>	<u>Explanation</u>
(D)	Deleted Text or Rate
(C)	Change in Text or Regulation
(N)	New Rate or Regulation
(M)	Move Text
(I)	Increase in Rate
(R)	Reduction in Rate

#### 2.2. Page Numbering

- 2.2.1. Page numbers appear in the upper right corner of the sheet. After the Table of Contents, the Tariff is divided into section, each page in each section is numbered sequentially beginning with 1. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between page 5 and 6 would be 5.1.

#### 2.3. Page Revisions

- 2.3.1. Page revisions appear in the upper right corner of the page and are used to determine the most current page version on file with the South Carolina Public Service Commission. For example, the 3rd Revised Page No. 16 Canceling 2nd Revised Page No. 16.

#### 2.4. Paragraph Numbering Sequence

- 2.4.1. There are seven levels of paragraph numbering.

2.  
 2.1.  
 2.1.1.  
 2.1.1.A.  
 2.1.1.A.(1)  
 2.1.1.A.(1)a.  
 2.1.1.A.(1)a.(i)

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DEFINITIONS

## 3. DEFINITIONS

Access Code

A sequence of numbers that, when dialed, connect the caller to the provider of services associated with that sequence.

Access Line

The company provided facility which provides access to the switched network.

ACI or Company

Windstream Communications, Inc., the issuer of this tariff.

Aggregator

Any person or entity that, in the ordinary course of its operations, makes telephones available to the public or to transient users of its premises, for intrastate telephone calls using a provider of operator services. An aggregator is also both an Authorized User and a Customer.

Authorization Code

A numerical code, one or more of which may be assigned to a Customer, to enable the Company to identify the origin of the service user so that the Company may rate and bill the call. All Authorization Codes shall be the sole property of the Company and no Customer shall have any property or other right or interest in the use of any particular Authorization Code. Automatic Numbering Identification ("ANI") may be used as or in connection with the Authorization Code.

Authorized User

A person or entity which accesses the Company's services.

Billed Party

The person or entity responsible for payment for use of the Company's services. For a Direct Dialed Call, the person or entity responsible for payment is the Customer responsible for payment for local telephone service at the telephone used to originate the call. In the case of a credit card call, the person or entity responsible for payment is the person to whom the card is issued and the holder of the credit card used. In the case of third party call, the person or entity responsible for payment is the person responsible for payment for local telephone service at the telephone number that agrees to accept charges for the call. In the case of a Room Charge Call, the entity responsible for payment is the Aggregator controlling the telephone used to originate the call. In the case of all Operator Assisted Calls not involving credit cards, third party calls or Room Charge Calls, the person or entity responsible for payment is the Customer responsible for payment for local telephone service at the telephone used to originate the call.

Central Office (CO)

A Local Exchange Carrier switching system where Local Exchange Carrier Customer station loops are terminated for purposes of interconnection to each other and to trunks.

Channel

A path for electrical transmission between two or more points, the path having a band width designed to carry voice grade transmission.

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DEFINITIONS

## 3. DEFINITIONS (continued)

Circuit (Channel)

One communication path between two or more points suitable for transmitting communication information.

Common Carrier

A company or entity providing telecommunications services to the public.

Commission

The South Carolina Public Service Commission.

Connecting Company

A corporation, association, firm or individual owning and operating one or more central offices and with whom traffic is interchanged.

Contract

The term "Contract" refers to the service agreement between a Customer and the Company and the applicable provisions of the Tariff under which service and facilities are furnished.

Credit Card Call

A Direct Dialed or Operator Assisted Call for which charges are billed not to the originating telephone number, but to a credit card, such as Visa or MasterCard, or to a LEC or interexchange carrier calling card.

Customer

The person, partnership, association, joint stock company, trust, corporation, governmental entity or other entity, that is responsible for payment of charges and for compliance with this Tariff.

DID Trunk

A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the attendant.

Direct Dialed Call

A telephone call which is automatically completed and billed to the telephone number from which the call originated without the automatic or live assistance of an operator. This includes calls forwarded by call forwarding equipment.

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DEFINITIONS

## 3. DEFINITIONS (continued)

Direct Inward Dialing (DID)

Allows an incoming call from the exchange network to reach a specific station line without attendant assistance.

Directory

An alphabetically arranged list of the names, telephone numbers, and addresses of Customers of the local exchange.

Exchange

A unit established by the Local Exchange Carrier for the administration of communications service in a specified area which usually embraces a city, town or village and its environments. It consists of one or more Central Offices together with the associated facilities used in furnishing communications service within that area.

Exchange Service

See Local Exchange Service as defined in Section 4 of this Tariff.

Extended Area Service (EAS)

Exchange service between different exchange areas whereby the Customers of one exchange may call and be called by the Customers of the other exchange or exchanges without specific message toll charges, but at a fixed monthly rate.

A local exchange service that is provided between two or more exchange areas.

Facilities

All of the Company equipment or materials necessary to provide or furnish in connection with telecommunication service.

FCC

Federal Communications Commission

Flat Rate Service

Service furnished at a fixed monthly charge, including extended area service where applicable.

Installation

The initial establishment of service.

Termination of service at one location and reestablishing service at a different location, generally where no lapse of service has occurred.

IntraLATA

Within the same LATA



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DEFINITIONS3. DEFINITIONS (continued)Intrastate

Within the State of South Carolina.

InterLATA

From one LATA to another LATA.

LATA

Local Access and Transport Area.

Local Exchange Carrier (LEC)

A telephone company which provides local telephone service to Customers within a defined exchange.

Local Exchange Service

All telecommunications service between Customers who are located within the Local Service Area.

Local Service Area

The area within which are located the Customer locations to which calls may be made under a specified schedule of exchange rates without the payment of toll charges.

Long Distance Message Telecommunications Service (LDMTS)

The furnishing of direct dialed and operator assisted switched services to the Customer for the completion of long distance voice and dial-up low speed data transmissions over voice grade channels.

Non-Recurring Charge

A one-time charge which represents services requested by the Customer.

Operator Assisted Call

A telephone connection completed through the use of the Company's Operator Services.

Operator Station Calls

An Operator Assisted Call wherein the person originating the call is assisted by an operator but does not specify a particular person, department or extension to be reached.

Other Common Carrier

A common carrier, other than the Company, providing domestic or international communications service to the public.

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DEFINITIONS3. DEFINITIONS (Continued)Personal Identification Numbers (PINS)

Code numbers used in connection with designated telephone numbers which allow access and allow calls to be categorized for various applications.

Person-to-Person Calls

An Operator Assisted Call which is placed under the stipulation that the caller will speak only to a specific called party or to a specified extension or office. Such a call is not completed until either the specific party named by the caller is contacted, or the caller agrees to speak to a different party. The caller must arrange with the operator to make a person-to-person call; otherwise, all calls will be treated as Operator Station Calls.

Points of Presence

The sites where the Company provides a network interface with facilities provided by Other Common Carriers, Local Exchange Carriers or Customers for access to the Company's network.

Premises

A building or buildings on contiguous property (except property, such as railroad rights-of-way) not separated by a public street or highway.

Presubscribed Provider of Operator Services

The intrastate provider of operator services to which the consumer is connected when the consumer places a call using a provider of operator services without dialing an access code.

Room Charge Call

A call placed with the assistance of an operator, for which charges are collected by an Aggregator (normally a hotel, motel or hospital) from the guest or occupant of the room from which the call originated. A call of this type requires that the Company communicate the call detail and charges back to the originating location following completion of the call. This service is provided only where authorized by the Aggregator.

Services

Telecommunications services provided to a Customer or Authorized User by the Company.

Telecommunications

The transmission of voice communications or, subject to the transmission capabilities of the Service, the transmission of data, facsimile, signaling, metering or any other form of intelligence.

Telephone Number

A designation assigned to a Customer's station for convenience in operating. Telephone numbers may include the name of a central office, which is termed the "Central Office Designation."

Telephone Service

Services including voice, data, and all other types of telecommunications services involving the transmission of intelligence by electrical means which are offered under the Company's Tariffs.

WINDSTREAM COMMUNICATIONS, INC.  
South Carolina

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DEFINITIONS

3. DEFINITIONS (Continued)

Third-Party Call

An Operator Assisted Call for which charges are billed not to the originating number, but to another telephone number which is neither the originating nor the terminating telephone number.

Toll Message

A completed call between two local service areas, which incurs a charge, or toll.

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SECTION 4  
Original Page 1

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APPLICATION OF TARIFF

4. APPLICATION OF TARIFF

- 4.1. The following sections of this Tariff apply to the local exchange services and facilities furnished by the Company.
- 4.2. Local Exchange Service provided by the Company may be subject to the rules and regulations of the Commission and the laws of the State of South Carolina to the extent applicable and legally binding upon the Company.
- 4.3. Local Exchange Service provides unlimited free calling within the local calling area of each exchange.
- 4.4. Local Exchanges
  - 4.4.1 The Company's service area includes all of the exchanges within the State of South Carolina.

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OBLIGATION AND LIABILITY OF COMPANY

## 5. OBLIGATION AND LIABILITY OF COMPANY

## 5.1. AVAILABILITY OF FACILITIES

- 5.1.1. The Company's willingness to furnish local exchange service is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary pole lines, buried and underground facilities, circuits and equipment.

## 5.2. DIRECTORY AND ADVERTISING ERRORS AND OMISSIONS

- 5.2.1. The Company may at its discretion, include its Customer's listings in the directory of other local telephone companies.
- 5.2.2. The Company, except as provided herein, shall not be liable for damage claimed on account of errors in or omissions from any directories nor for the result of the publications of such errors in a directory nor will the Company be a party to controversies arising between Customers or others as a result of listings published in any directories.
- 5.2.3. In the cases of extra listings in the alphabetical section (white pages) of any directory for which a charge is made, the Company's liability shall be limited to the cancellation of the charges and refunding of any charges already paid at the request of the Customer, in question.
- 5.2.4. The Company assumes no liability whatsoever for damages arising from errors or omissions in the making up or printing of directory advertising sections (yellow pages).

## 5.3. TRANSMITTING MESSAGES

- 5.3.1. The Company does not transmit messages but offers the use of its facilities for communications between patrons. If because of transmission difficulties the operator, in order to accommodate the Customer, repeats messages, no liability shall attach to the Company because of any errors made by the operator or misunderstandings that may arise between Customers because of the error.

## 5.4. USE OF CONNECTING COMPANY LINES

- 5.4.1. When suitable arrangements can be made, lines of other companies may be used in establishing wired connections to points not reached by this Company's lines. In establishing connections with the lines of other companies, the Company is not responsible or liable for any action of the connecting company.

## 5.5. DEFACEMENT OF PREMISES

- 5.5.1. The Company shall exercise due care in connection with all work done on the Customer's premises. No liability shall attach to the Company by reason of any defacement or damage to the Customer's premises or person resulting from the existence of the Company's instruments, apparatus and wiring on such premises, or by the installation or removal thereof, unless such defacement or damage is the result of the sole negligence of the Company.

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OBLIGATION AND LIABILITY OF COMPANY

9. OBLIGATION AND LIABILITY OF COMPANY (Continued)

5.6. PROVISION OF LOCAL EXCHANGE SERVICE

- 5.6.1. Local Exchange Service will be terminated at the Customer's premises, or where the Customer-provided equipment involves "common equipment" at an alternate premises in the same building, if requested by the Customer and agreed to by the Company.

5.7. LIABILITY OF THE COMPANY

- 5.7.1 Except as stated in this Paragraph 5.7, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this Tariff.
- 5.7.2 The liability of the Company, if any, for damages resulting in whole or in part from or arising in connection with the furnishing of Service under this Tariff (including but not limited to mistakes, omissions, interruptions, delays, errors or other defects in transmission, or failures or defects in facilities furnished by the Company) or arising out of any failure to furnish Service, shall in no event exceed an amount of money equivalent to the proportionate charge to Customer for the period of service during which such mistakes, omissions, interruptions, delays or errors or defects in transmission occur and continue. However, any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service which are caused by or contributed to by the negligence or willful act or omission of Customer, or which arise from the use of Customer-provided facilities or equipment, shall not result in the imposition of any liability whatsoever upon the Company.
- 5.7.3 The Company is not liable for any act, omission or negligence of any Local Exchange Carrier or other provider whose facilities are used concurrently in furnishing any portion of the services received by Customer, or for the unavailability of or any delays in the furnishing of any services or facilities which are provided by any Local Exchange Carrier. Should the Company employ the service of any Other Common Carrier in furnishing the services provided to Customer, the Company's liability shall be limited according to the provisions of Paragraph 5.7.2 above.
- 5.7.4 The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to fire, flood, or other catastrophes; Acts of God; atmospheric conditions or other phenomena of nature, such as radiation; any law, regulation, directive, order or request of the United States Government, or any other government including state and local governments having any jurisdiction over the Company or the services provided hereunder; national emergencies; civil disorder, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor problems or regulations established or actions taken by any court or government agency having jurisdiction over the Company.
- 5.7.5 The Company shall not be liable for any act or omission of any other entity furnishing to the Customer facilities or equipment used with the service furnished hereunder; nor shall the Company be liable for any damages or losses due in whole or in part to the fault or negligence of the Customer or due in whole or in part to the failure of Customer-provided equipment or facilities.

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SECTION 5  
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OBLIGATION AND LIABILITY OF COMPANY

5. OBLIGATION AND LIABILITY OF COMPANY (Continued)

5.7 LIABILITY OF THE COMPANY (Continued)

- 5.7.6 The Company shall be indemnified and held harmless by the Customer and Authorized User from and against all loss, liability, damage, and expense, including reasonable attorney's fees, due to claims for libel, slander, or infringement of copyright or trademark in connection with any material transmitted by any person using the Company's Services and any other claim resulting from any act or omission of the Customer or Authorized User relating to the use of the Company's facilities.
- 5.7.7 Under no circumstances whatever shall the Company or its officers, directors, agents, or employees be liable for indirect, incidental, special or consequential damages.

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USE OF SERVICES AND FACILITIES

## 6. USE OF SERVICE AND FACILITIES

## 6.1. REFUSAL OF SERVICE

6.1.1. The Company reserves the right to refuse service to any person requesting service.

## 6.2. CONNECTION OF CERTAIN FACILITIES OF CUSTOMERS

## 6.2.1. General Regulations

6.2.1.A. Customers are not permitted to enter or make connections inside the Company protector. The network interface device, when installed, provides a compartment for Customer connections.

6.2.1.B. Certain Customer-provided terminal equipment may be used and Customer provided telecommunications systems may be connected with the facilities furnished by the Company for telecommunications services under certain circumstances as provided in this schedule of this Tariff.

6.2.1.C. Where telecommunications service is available under this Tariff for use in connection with Customer-provided terminal equipment, protective circuitry, Customer premise wiring and jacks, or telecommunications systems, the operating characteristics of such equipment or system shall be such as not to interfere with any of the services offered by the Company.

6.2.1.D. The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided terminal equipment, protective circuitry, Customer premise wiring and jacks, or telecommunications systems.

6.2.1.E. The Company will not be responsible to the Customer, or otherwise, if changes in the company's telecommunications facilities, equipment, operations or procedures, render the Customer-provided terminal equipment, Customer premise wiring and jacks, or protective circuitry obsolete, or require modification or alteration of such equipment.

6.2.1.F. Where any Customer-provided equipment, wiring, jacks, protective circuitry or system is used with telecommunications service in violation of any of the provisions in this Tariff or other governing Tariffs, the Company will take such immediate action as necessary for the protection of its services, and will promptly notify the Customer of the violation. The Customer shall discontinue such use of the equipment or system, or correct the violation, and shall confirm in writing to the Company within 10 days, following the receipt of written notice from the Company, that such use has ceased or that the violation has been corrected. Failure of the Customer to discontinue such use or to correct the violation and to give the required written confirmation to the Company within the time stated above, shall result in suspension of the Customer's service until such time as the Customer complies with the provisions of this Tariff.

6.2.1.G. The Customer must provide all the electrical power necessary for the operation of Customer-provided telecommunications systems, equipment, and associated lines to the point of interconnection.



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USE OF SERVICES AND FACILITIES

10. USE OF SERVICE AND FACILITIES (Continued)

10.5. CONNECTION OF CERTAIN FACILITIES OF CUSTOMERS

6.2.1. General Regulations

6.2.1.H. Terminal equipment and protective circuitry as specified above may be directly connected to the Company's exchange facilities in accordance with the terms and conditions of this Tariff.

6.2.1.I. Terminal equipment or protective circuitry not registered with the F.C.C. or of a type specified above may only be connected to the network through the use of a Company provided network control signaling unit and/or connecting arrangement.

6.2.1.J. The Company will not be liable for damages arising out of injuries to persons or property from voltages or currents transmitted over the facilities of the Company caused by Customer-provided terminal equipment or protective circuitry. The Company will not be liable for damages arising out of injuries to persons or property from the electrical, mechanical, or other failure of any nature, including fires, explosions, or electrical hazards of Customer-provided equipment regardless of cause.

6.2.1.K. In the event Customer-provided terminal equipment causes harm, the Company will, when practicable, notify the Customer that suspension of service may be required. However, where prior notice is not practicable, the Company will (1) promptly notify the Customer of such temporary suspension and (2) afford the Customer the opportunity to correct the situation which gave rise to the temporary discontinuance.

6.3. CUSTOMER PREMISE EQUIPMENT

6.3.1. Customer premise equipment is defined for this Tariff as all equipment located on the Customer premise except over-voltage protection equipment and multiplexing equipment to deliver multiple channels to the Customer.

6.4. USE OF SERVICE

6.4.1. The Customer is responsible for payment of all charges incurred, regardless of whether such charges are associated with his usage or that of any user. The Company will render billing to the Customer of record, and that Customer shall be responsible for all charges. The Company will not prorate nor divide billing between the Customer and any other party.

6.4.2. No subscriber may use any service listed in any part of this Tariff, including but not limited to such call management features as the various call forwarding features, for the purpose of allowing the subscriber or any other telephone user to avoid usage, message or toll charges, whether flat rated or usage based, that would otherwise be applicable.

6.5. COURT-ORDERED DISCONTINUANCE OF SERVICE

6.5.1. The Company will discontinue service upon receipt of an order from any court directing the Company to discontinue such service. The Company shall give notice to the Customer at the time of the discontinuance of service of its reasons for doing so, said notice to be accompanied by a copy of the order from the court.

6.6. ASSIGNMENT

6.6.1 Customer shall not assign or transfer the use of the Company's Services except with the prior written consent of the Company in each and every instance. Consent to such assignment or transfer will not be unreasonably withheld.

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ESTABLISHMENT AND FURNISHING OF SERVICE

7. ESTABLISHMENT AND FURNISHING OF SERVICE

7.1. APPLICATION FOR SERVICE

7.1.1. Applications for service become contracts when accepted by the Company, or upon the establishment of service. The terms and conditions specified in such contracts are subject to these Tariffs, for the particular exchange from which service is to be furnished. Any change in the provisions of this Tariff shall act as a modification of the contract to that extent, upon filing without further notice.

7.2. TELEPHONE NUMBERS

7.2.1. A non-recurring charge may apply on all telephone number changes made at the Customer's request.

7.2.2. If available, telephone numbers may be reserved for future use as requested by the Customer. The Company reserves the right to change or use the reserved telephone number or Central Office designation, or both, whenever it is deemed advisable in the conduct of its business to do so. The Company may charge the Customer to reserve numbers.

7.2.3. Should it become necessary to change telephone numbers, reserved telephone numbers and/or Central Office designation, the Customer will be given notice of the change or cancellation.

7.3. PAYMENT FOR SERVICE

7.3.1. The Customer is required to pay all charges for exchange services and facilities, and for toll messages in accordance with provisions contained elsewhere in these schedules. The Customer is held responsible for all charges for telephone service rendered at his telephone, both exchange and toll, including but not limited to, collect and third number toll messages.

7.3.2. Bills

7.3.2.A. Regular monthly bills are due within 15 days after the mailing date of the bill. Customers are normally provided one copy of the regular monthly bill. Additional copies may be provided at a charge of \$2.50 per copy.

7.3.3. Rendering of Bills

7.3.3.A. Flat Rate Service - Bills for Flat Rate Exchange Service will be rendered monthly in advance.

7.3.4. Collections

7.3.4.A. The bill becomes delinquent after the fifteenth (15) day following the billing date. The Customer may pay a delinquent account at any time prior to the actual suspension of service provided that payment is received at the Company's office within four (4) hours of the time of the actual suspension of service shall not affect the right to discontinue service for nonpayment of the account.

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#### ESTABLISHMENT AND FURNISHING OF SERVICE

#### 7. ESTABLISHMENT AND FURNISHING OF SERVICE (continued)

##### 9.5.4. Collections (Continued)

7.3.4.B. A 1.5% late payment charge will be applied to the balance of the bill that is not paid by the 25th day after the billing date. The late payment charge will appear on the next month's bill.

7.3.5.C. The Company will charge a late charge of \$20.00 for any returned payment.

7.3.4.D. The Company will charge \$25.00 to reconnect each line that has been disconnected for non-payment.

##### 7.4. DISCONTINUATION OF SERVICE

7.4.1. A Customer shall be responsible for all service rendered up to and including any prospective date specified by the Customer for the discontinuance of service.

7.4.2. The Company reserves the right to cancel any contract for service with and to discontinue service to any subscriber who uses any service listed in any part of this Tariff, including but not limited to such call management features as the various call forwarding features, for the purpose of allowing the subscriber or any other telephone user to avoid usage, message or toll charges, whether flat rated or usage based, that would otherwise be applicable.

##### 7.5 MAINTENANCE AND REPAIRS

##### 7.5.1. Maintenance of Company Owned Facilities

7.5.1.A. All ordinary expense of maintenance and repair of Company owned facilities, unless otherwise specified in the Company's Tariff, is borne by the Company. The Customer agrees to take good care of the facilities and all accessories connected therewith. In case of loss of, damage to, or destruction of any of the Company's facilities, or accessories, not due to ordinary wear and tear, the Customer is responsible for the cost of restoring the facilities to original condition.

##### 7.5.2. Maintenance of Customer Owned Equipment

7.5.2.A. When the Company makes a repair visit and determines that the trouble is caused by facilities for which the Customer is responsible, the Company will inform the Customer that the trouble is in facilities for which the Customer is responsible. The Company will not provide repairs to facilities for which the Customer is responsible under this Tariff.

##### 7.6. TERMINATION OF SERVICE

7.6.1. Service may be terminated prior to the expiration of a contract period upon notice being given to the Company, and upon payment of the termination charges given below, in addition to all charges due for service which has been furnished.

7.6.1.A. In the case of service for which the contract period is one month or less, charges for one full month shall apply.

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South Carolina

SECTION 7  
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ESTABLISHMENT AND FURNISHING OF SERVICE

7. ESTABLISHMENT AND FURNISHING OF SERVICE (continued)

7.7. DEPOSIT NOT TO AFFECT REGULAR COLLECTION PRACTICES

- 7.7.1. The fact that a deposit has been made shall in no way relieve the applicant or Customer from complying with the Tariff as to advance payments and the prompt payment of bills by the due date nor constitute a waiver or modification of the regular practices or the Company providing for the suspension of service for non-payment of any sums due the Company for services rendered. The Company may suspend service to any Customer failing to pay current bills without regard to the fact that such Customer has made a deposit with the Company to secure payment of such bills or has furnished the Company with a guarantee in writing of such bills.

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TELEPHONE DIRECTORIES

## 8. TELEPHONE DIRECTORIES

## 8.1. DISTRIBUTION

- 8.1.1. At the discretion of the Company, directories of other telephone companies may be furnished, when available, to the Company's Customers at a cost based on the charges so specified by the company supplying the directory.

## 9.5. DIRECTORY LISTINGS

## 9.5.4. Directory Listing Rates

	<u>Monthly Rates</u>
A. Non-Published Directory Listing	\$ .95
B. Non-Listed Directory Number	.80
C. Additional Listing	1.20

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LOCAL EXCHANGE SERVICE

9. LOCAL EXCHANGE SERVICE

9.1. LOCAL EXCHANGE RATE SCHEDULE

9.1.1. Application

- 9.1.1.A. The monthly rates are for a period of one month, payable monthly in advance, and entitle the Customer to exchange telephone service within the local calling area as specified in Section 4.4 of this Tariff.
- 9.1.1.B. Rates for local exchange service include the provision of initial diagnostics required to determine whether a service problem is caused by facilities for which the Company is responsible or facilities for which the Customer is responsible. Local exchange service however does not include the provision of actual repairs to facilities for which the Customer is responsible, nor does it provide specific diagnostics regarding the facilities for which the Customer is responsible.
- 9.1.1.C. The Local Exchange Rates listed in Section 9.2 of this Tariff are the monthly rates, unless expressly stated otherwise. Discounts for volumes and longer periods of contract are available upon request.

9.2 LOCAL EXCHANGE RATES - Business

	<u>Monthly Rates</u>
ACCESS LINES	
Standard Business Line	39.55
Key System Line	46.25
PBX Trunk	45.90
DID Trunk	71.40
DID #s - Per 20 Block	3.00
ISDN	
BRI	83.25
PRI - Access	198.90
PRI - Per Channel	24.05
PRI - Back-Up Channel	46.25
PRI - Access - Inbound Only	198.90
PRI - Per Channel - Inbound Only	19.45
Digital Channel Service - Access	209.70
Digital Channel Service - Per Channel with DID	15.70
Digital Channel Service - Per Channel with DOD or 2-way	12.25

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LOCAL EXCHANGE SERVICE

9. LOCAL EXCHANGE SERVICE (continued)

9.2 LOCAL EXCHANGE RATES – Business (continued)

VERTICAL SERVICES

Monthly Rates

Repeat Dialing	4.00
Selective Call Rejection	4.00
Call Forwarding	4.50
Call Return	4.00
Call Waiting	4.50
Caller ID – Deluxe (Name & Number)	8.50
Call Selector	4.00
Remote Access to Call Forwarding	7.50
Preferred Call Forwarding	4.50
Speed Calling 30	5.50
Three-way Calling	4.50
Caller ID on Call Waiting	14.50
Distinctive Ring (1#)	6.50
Distinctive Ring (2#)	9.50
Call Forwarding – Busy	2.50
Call Forwarding – No Answer	2.50
Anonymous Call Rejection	3.50
Call Transfer	4.50
Hunting	8.00

9.3 LOCAL EXCHANGE RATES - RESIDENCE

Monthly Rates

ACCESS LINES

Standard Line	16.40
Digital ISDN Line	83.00
Second Line - offline/teen	15.40
Second Line - online	16.40

VERTICAL SERVICES

Repeat Dialing	2.50
Selective Call Rejection	2.50
Call Forwarding	1.50
Call Return	2.50
Call Waiting	2.50
Caller ID – Deluxe (Name & Number)	6.00
Call Selector	3.00
Remote Access to Call Forwarding	4.00
Preferred Call Forwarding	2.50
Speed Calling 30	3.00
Three-way Calling	2.50
Caller ID on Call Waiting	4.00
Distinctive Ring (1#)	2.00
Distinctive Ring (2#)	4.00
Call Forwarding – Busy	.75
Call Forwarding – No Answer	.75
Anonymous Call Rejection	2.50

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LOCAL EXCHANGE SERVICE

9. LOCAL EXCHANGE SERVICE (continued)

9.4. LOCAL OPERATOR SERVICES

Per Use Rates

Directory Assistance (per call, maximum of two numbers per call)	0.50
Operator Busy Verify (each call)	1.50
Operator Busy Interrupt (each call)	3.00

9.5. LONG DISTANCE OPERATOR SERVICES

9.5.1. Billed to Third Party, Collect and Sent Paid Non-Coin Calls

Rate Mileage	DAY		EVENING		NIGHT/WEEKEND	
	Initial Minute	Add'l Minute	Initial Minute	Add'l Minute	Initial Minute	Add'l Minute
0-10	.1700	.1300	.1300	.1300	.1200	.1200
11-16	.1900	.1400	.1400	.1400	.1300	.1300
17-22	.2100	.1900	.1600	.1600	.1500	.1500
23-30	.2400	.2400	.1700	.1700	.1600	.1600
31-55	.2400	.2400	.1800	.1800	.1600	.1600
56-70	.2700	.2700	.1900	.1900	.1800	.1800
71-124	.2900	.2900	.2100	.2100	.1900	.1900
125+	.2900	.2900	.2300	.2300	.2000	.2000



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LOCAL EXCHANGE SERVICE

9. LOCAL EXCHANGE SERVICE (continued)

9.5. LONG DISTANCE OPERATOR SERVICES (continued)

9.5.2. Person-to-Person

Rate Mileage	DAY		EVENING		NIGHT/WEEKEND	
	Initial Minute	Add'l Minute	Initial Minute	Add'l Minute	Initial Minute	Add'l Minute
0-10	.1700	.1300	.1300	.1300	.1200	.1200
11-16	.1900	.1400	.1400	.1400	.1300	.1300
17-22	.2100	.1900	.1600	.1600	.1500	.1500
23-30	.2400	.2400	.1700	.1700	.1600	.1600
31-55	.2400	.2400	.1800	.1800	.1600	.1600
56-70	.2700	.2700	.1900	.1900	.1800	.1800
71-124	.2900	.2900	.2100	.2100	.1900	.1900
125+	.2900	.2900	.2300	.2300	.2000	.2000

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LOCAL EXCHANGE SERVICE

9. LOCAL EXCHANGE SERVICE (continued)

9.5. LONG DISTANCE OPERATOR SERVICES (continued)

9.5.3. Per Call Service Charges

Class of Service	Service Charge Per Call
Person-to-Person	\$3.50
Operator Station	
--Collect	\$1.75
--Billed to Third Number	\$1.75
Customer Dialed / Calling Card Station	
--Customer Dialed / Automated	\$.75
--Customer Dialed & Operator Assisted	\$.75
--Customer Dialed & Operator Must Assist	\$.75
Operator Dialed	
--Calling Card Station	\$1.25
Operator Assisted Surcharge	\$2.00

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LOCAL EXCHANGE SERVICE

9. LOCAL EXCHANGE SERVICE (continued)

9.5. LONG DISTANCE OPERATOR SERVICES (continued)

9.5.4. Time of Day and Day of Week

RATE PERIOD	TIMES APPLICABLE		DAYS APPLICABLE
	FROM	TO BUT NOT INCLUDING	
DAY	8:00 a.m.	5:00 p.m.	Monday – Friday
EVENING	5:00 p.m.	11:00 p.m.	Sunday – Friday
NIGHT/ WEEKEND	11:00 p.m. 8:00 a.m. 8:00 a.m.	8:00 a.m. 11:00 p.m. 5:00 p.m.	Monday – Sunday Saturday Sunday

9.5.5. Determination of Duration

- A. For Long Distance operator assisted calls, chargeable time begins when the connection is established between the calling station and the desired telephone, attendant board, or private branch exchange console.
- B. Chargeable time ends when the connection is terminated.
- C. Chargeable time does not include the time lost because of faults or defects in the service.

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PROMOTIONAL OFFERINGS

10. Promotional Offerings

10.1 Special Promotions

The Company may make promotional offerings of its tariffed services which may include reducing or waiving applicable charges for the promoted services. No individual promotional offering will exceed six months in duration, and all promotional offerings will be extended on a nondiscriminatory basis to any customer similarly classified who requests the specific offer. At the Company's option, a letter outlining the promotion may be filed with the Commission Staff in lieu of filing language in the tariff.

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SPECIAL ARRANGEMENTS

11. Special Arrangements

11.1 Individual case Basis (ICB) Arrangements

Arrangements may be developed by the Company and, at the Company's discretion, offered to customers on a case-by-case basis taking into account special customer considerations including, but not limited to volume or term commitments or in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service not generally offered under this tariff. ICB rates and terms will be offered to the Customer in writing.

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UNIVERSAL EMERGENCY NUMBER SERVICE (911)

12. UNIVERSAL EMERGENCY NUMBER SERVICE (911)

12.1. GENERAL DESCRIPTION

- 12.1.1. Universal Emergency Number Service is a telephone exchange communication service whereby a Public Safety Answering Point (PSAP) designated by the Customer may receive and answer telephone calls placed by dialing number 911.
- 12.1.2. 911 Service is offered subject to the availability of facilities.
- 12.1.3. The 911 Service Customer may be a municipality or other state or local government unit, or an authorized agent of one or more municipalities or other state or local governmental units to whom authority has been lawfully delegated. The Customer must be legally authorized to subscribe to the service and have public safety responsibility to respond to telephone calls from the public for emergency police and fire service within the telephone central office areas arranged for 911 Service calling.
- 12.1.4. Two types of 911 Service are offered: B911 and E911.
- 12.1.5. The service may be provided by the Company or jointly by the Company and another Local Exchange Carrier.

12.2. RULES AND REGULATIONS

- 12.2.1. This service is limited to the use of central office telephone number 911 as the universal emergency telephone number. Only one 911 service will be provided within any government agency's locality.
- 12.2.2. The 911 emergency telephone number is not intended to be a total replacement of the telephone service of the various public safety agencies which may participate in the use of this number and the public safety agencies must subscribe to other telephone service as provided in paragraph 12.2.20 following.
- 12.2.3. The service is furnished to the Customer only for the purpose of receiving reports of emergencies by the public.
- 12.2.4. 911 Service will be provided to only one PSAP for calling from any telephone number within any central office serving area, except that E911 Service may be provided to more than one PSAP within a central office serving area if the Selective Routing Feature (SR) is provided. When E911 Service is furnished to a Customer with the Selective Routing Service Feature for a part of a central office serving area, if a request is received from a governmental unit with police and fire public safety responsibility for other parts of the central office serving area, that governmental unit must subscribe to a combination of E911 Service Features which includes the Selective Routing Service Feature.
- 12.2.5. 911 Service is a telephone exchange communications service and is arranged for one-way incoming service to an appropriate PSAP. Outgoing calls can only be made on a transfer basis with E911 Service only.

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UNIVERSAL EMERGENCY NUMBER SERVICE (911)

12. UNIVERSAL EMERGENCY NUMBER SERVICE (911)

12.2 RULES AND REGULATIONS (Continued)

- 12.2.6. 911 Service is provided solely for the benefit of the municipal Customer; the provision of such service shall not be interpreted, construed or regarded as being for the benefit of, or creating any Company obligation toward, or any right of action on behalf of, any third person or other legal entity.
- 12.2.7. The Company does not undertake to answer and forward E911 Service calls, but furnishes the use of its facilities to enable the Customer's personnel to respond to such calls on the Customer's premises.
- 12.2.8. Temporary suspension of service is not provided for any part of 911 Service.
- 12.2.9. 911 Service information consisting of the name, address and telephone numbers of telephone Customers whose listings are not published in directories or listed in directory assistance offices is confidential and the Customer agrees to use such information only for the purpose of responding to emergency 911 Service calls.
- 12.2.10. The 911 Service calling party forfeits the privacy afforded by non-listed and non-published service to the extent that the telephone number and the address (and name of business accounts only) associated with the originating station location are furnished to the PSAP at the time the call is originated.
- 12.2.11. The Automatic Location Identification feature of the E911 System is dependent upon Automatic Number Identification (ANI) being provided by the Company central office serving the caller. ANI will only be provided on single-party lines.
- 12.2.12. The Company's entire liability to any person, including other Exchange Carriers who participate in the joint provisioning of 911 Service, for interruption or failure of 911 Service shall be limited by the terms set forth in this schedule and other schedules of this price list.
- 12.2.13. The rates charged for any 911 Service do not include, and the Company does not undertake, inspection or constant monitoring to discover errors, defects and malfunctions in the service. The Customer shall have the responsibility of discovering all errors, defects and malfunctions, and assumes the duty of, and will make such tests as, in the judgment of the Customer, are required to determine whether the system is functioning properly for its use. The Customer shall promptly notify the Company in the event the system is not functioning properly.

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UNIVERSAL EMERGENCY NUMBER SERVICE (911)

12. UNIVERSAL EMERGENCY NUMBER SERVICE (911)

12.2 RULES AND REGULATIONS (Continued)

- 12.2.14. The Company shall not be liable for any loss or damages arising out of errors, interruptions, defects, failures, or malfunctions of 911 Service including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures, or malfunctions of the system after the Company has been so notified, and has had a reasonable time for repair, shall in no event exceed an amount equivalent to the charges made for the service affected for the period following notice from the Customer until service is restored.
- 12.2.15. 911 Service is furnished subject to all operating failures and interruptions including, but not limited to, equipment breakdowns, errors, defects, malfunctions and interruptions of service experienced in the regular telephone exchange system. 911 Service is furnished subject to any additional forms of service failures and service degradations resulting from the complexity of the service arrangement, program errors and failures, delays and errors in the input and processing of data used by the Data Management System (DMS) associated with the E911 Service arrangement. The rates provided for this service are subject to the limitations which appear in this schedule and in other schedules of this and other price lists.
- 12.2.16. 911 Service will be designed by the Company to provide at least the same level of service reliability and quality as local exchange telephone service in the exchanges where 911 Services are offered.
- 12.2.17. Because the Company serving boundaries and political subdivision boundaries may not coincide, the Customer must make arrangements to handle all calls received on its 911 Service lines that originate from all telephones served by central offices within the 911 Service Area whether or not the calling telephone is situated on property within the geographical boundaries at the Customer's public safety jurisdiction.
- 12.2.18. Application for 911 Service must be executed in writing by each Customer. If application for service is made by an agent, the Company must be provided in writing with satisfactory proof of appointment of the agent by the Customer. At least one local law enforcement agency must be included among the participating agencies in any 911 Service request.
- 12.2.19. In addition to all other terms and conditions, the following applies:
- A. All 911 Service calls will be answered 24 hours a day, seven days a week.
  - B. The Customer has the responsibility for dispatching the appropriate emergency service within the 911 Service Area, or will undertake to transfer all 911 service calls received to the governmental agency with responsibility for dispatching such services, to the extent that such services are reasonably available.
  - C. The Customer will develop an appropriate method for responding to calls for non-participating agencies which may be directed to 911 Service PSAP by calling parties.
  - D. The Customer will subscribe to a sufficient number of interoffice facilities and 911 exchange lines, as determined by the Company, to adequately handle incoming calls but in all cases subject to a minimum of two facilities or lines required at any point in the 911 network including the 911 exchange lines terminated at the PSAP. For 911 exchange line groups from an E911 control office to a secondary answering location used for central office transfer purposes only, the line quantity may be determined by the Customer and could result in only one line being provided.



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UNIVERSAL EMERGENCY NUMBER SERVICE (911)

## 12. UNIVERSAL EMERGENCY NUMBER SERVICE (911)

## 12.2 RULES AND REGULATIONS (Continued)

12.2.19. In addition to all other terms and conditions, the following applies: (Continued)

- E. The Customer will subscribe for additional local exchange service at the PSAP location for administrative purposes, for placing of outgoing calls and for receiving other emergency calls including any which may be relayed by Company operators.

12.2.20. When the SR Service Feature is provided (E911), the Customer is responsible for identifying primary and secondary PSAP locations as well as the unique combinations of police, fire and ambulance or any other appropriate agencies responsible for providing emergency service within various portions of the E911 Service area. An Emergency Service Number (ESN) will be provided by the Company for each such combination. The Customer will associate these ESNs with street address ranges or other mutually agreed upon routing criteria in the E911 Service area. The ESNs will be carried in the DMS to permit routing of E911 Service calls to the appropriate primary and secondary PSAP's responsible for handling E911 Service calls from each telephone in the E911 Service area.

The Customer's responsibility for providing this information is as follows:

- A. Initial and subsequent ESN assignments by street name, address range and area or other mutually agreed upon routing criteria shall be furnished to the Company by the Customer on forms supplied by the Company for that purpose at a mutually agreed upon time prior to the effective date of the service.
- B. If the Customer establishes new street names and/or address ranges where they did not previously exist, it shall be the Customer's responsibility to notify residents in the affected area(s) of the new street names and/or address ranges. If the Customer desires to have the new street names and/or address ranges reflected in the DMS (E911), it shall also be the Customer's responsibility to provide the Company with a cross-reference listing of all residents of the affected area(s), showing old address and new address for each resident.
- C. After establishment of service, it is the Customer's responsibility to continually verify the accuracy of the routing information contained in the master address file and to advise the Company of any changes in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations, and other changes in municipal and county boundaries, incorporation of new cities, or any other matter that will affect the routing of E911 Service calls to the proper PSAP.
- D. Changes, deletions and additions which the Customer desires to have made in the master address file should be submitted as they occur; these changes, deletions and additions should be submitted on forms supplied by the Company.

12.2.21. Cancellation of the service in whole or in part by the Customer prior to establishment thereof will require payment of an amount equal to the cost of engineering, manufacturers' billings resulting from equipment orders, installation, assembly, labor, cost of removal and any other costs incurred up to the time of cancellation resulting from the Customer's order for service, but not to exceed the total non-recurring charges.

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Universal Emergency Number Service (911)

## 12. UNIVERSAL EMERGENCY NUMBER SERVICE (911)

## 12.2 RULES AND REGULATIONS (Continued)

- 12.2.22. Each Customer and any Local Exchange Carrier that participates in the joint provisioning of 911 Service agree to release, indemnify, defend and hold harmless the Company from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party of person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others.
- 12.2.23. The Customer and any Local Exchange Carrier that participates in the joint provisioning of 911 Service also agree to release, indemnify and hold harmless the Company for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of 911 Service features, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing 911 service hereunder, and which arise out of the negligence or other wrongful act of the Company, the Customer, its user, agencies or municipalities, or the employees or agents of any one of them.
- 12.2.24. The use of Automatic Location Identification (ALI) on anything less than a total E911 System basis is not permitted.
- 12.2.25. Method of Applying Rates - E911 Facilities
- A. Facilities - Routed Systems
    - (1) E911 Systems utilizing a control office require adequate facilities from each end office in the serving area to the control office and from the control office to each PSAP's serving end office.
    - (2) Rates for routed facilities found in paragraph 10.5.3.B. of this schedule are all inclusive. No additional mileage, channel termination, or trunk unit charges apply, other than PSAP equipment.
  - B. Facilities - Direct Trunked Systems
    - (1) E911 Systems without a control office require adequate facilities from each end office to the PSAP's serving office. Sufficient exchange lines are required from the serving office to the PSAP to complete interoffice facilities, as well as to complete 911 calls originated within the area served by the PSAP's serving central office.
    - (2) Rates for direct trunked facilities found in paragraph 12.5.3.B. of this price list are all inclusive. No additional mileage channel termination or trunk unit charges apply for these circuits.
    - (3) Exchange lines to complete 911 calls originated from locations served by the PSAP serving office require an end office outgoing trunk unit.

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UNIVERSAL EMERGENCY NUMBER SERVICE (911)

12. UNIVERSAL EMERGENCY NUMBER SERVICE (911)

12.2 RULES AND REGULATIONS (Continued)

12.2.25. Method of Applying Rates - E911 Facilities (Continued)

C. Facilities - Routed and Direct Systems

- (1) For routed or direct systems, facilities between the Company offices and a point of interconnection with another Company shall be billed the appropriate flat rate found in paragraph 12.5.3.B. of this schedule.
- (2) These rates are all inclusive. No additional channel termination mileage or trunk unit charges apply for these circuits.

D. Exceptions

- (1) In those cases where an intraexchange E911 service has control and/or end offices in South Carolina and another state, the method of applying rates for A. and B., preceding, are modified to apply the charges for that portion of the E911 Services located in the other state and shall be pursuant to that state's price list.

12.3. EXPLANATION OF TERMS

B911: A service that provides for routing all 911 calls originated from telephones with given central office prefix codes to a single PSAP.

E911: An expanded service that provides features such as Selective Routing of 911 calls to a specific PSAP selected from among those within the 911 Service Area. E911 has other standard and optional features which may or may not be available with B911.

Additional Service Exchange Line: An additional line terminating at a PSAP that may be ordered by the Customer as an optional feature.

Alternate Routing: A standard feature which allows E911 Service calls to be routed automatically to a designated alternate location if all E911 Service lines to a primary PSAP are busy, or a primary PSAP closes down for a period (night service).

Automatic Location Identification (ALI): An E911 Service Feature by which the street address information based on the calling party's telephone number (identified by ANI) is displayed at the E911 answering point (PSAP).

Automatic Number Identification (ANI): An E911 Service Feature by which the calling party's ANI telephone number is forwarded to a primary or secondary PSAP for display.

Data Management System (DMS): A system of manual procedures and/or computer programs used to create, store and update the data required for the SR and ALI Service Feature (E911 Service).

Default Routing: A standard feature which provides the capability to automatically route an E911 Service call to a predesignated PSAP or other location either when the SR Service Feature is not provided or when the SR Service Feature is provided but a particular E911 Service call cannot be selectively routed for any reason.

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### UNIVERSAL EMERGENCY NUMBER SERVICE (911)

## 12. UNIVERSAL EMERGENCY NUMBER SERVICE (911)

### 12.3. EXPLANATION OF TERMS (Continued)

End Office: A central office in the 911 Service area which receives 911 Service calls.

Enhanced 911 (E911) Service Control Office: The office providing tandem switching capabilities for E911 Service calls from all end offices. It controls the switching of ANI information to a PSAP.

Exchange Access Arrangement: A telephone facility between a Customer's premises and the telephone exchange network point. The number of exchange access arrangements served by an end office is equal to the total number of residence main telephones, business main telephones (excluding toll stations, WATS stations and dispatching terminals), PBX trunks, selected Direct Inward Dialing stations and other applicable main telephones as are included in the official Company Reports for the service area of such end office.

Public Safety Answering Point (PSAP): An answering location for 911 Service calls originating in a given area. A PSAP may be designated as primary or secondary which refers to the order in which calls are directed for answering. Primary PSAP's respond first; secondary PSAP's receive calls on a transfer basis only and generally serve as a centralized answering location for a particular type of emergency call. PSAP's are staffed by employees of public service agencies such as police, fire or emergency medical personnel or by employees of a common bureau serving a group of such agencies.

Selective Routing (SR): An E911 Service Feature which routes an E911 Service call from an end office to a designated primary PSAP based on the ANI telephone number of the calling party.

Service Area: The geographical area in which the Customer will respond to all 911 calls and dispatch appropriate emergency assistance.

Serving Central Office: The central office from which a PSAP, either primary or secondary, is served.

### 12.4. 911 SERVICE FEATURES

#### 12.4.1. B911 Service

- A. B911 Service includes the Company provision of the 911 code or the opening of this code to the exchange network in those Central Offices that fall within the boundaries of the municipalities or other governmental bodies (township, county, etc.) that subscribe for 911 Service.
- B. B911 Service provides for routing all 911 calls originated by telephones with given Central Office prefix codes to a single PSAP via business exchange lines. B911 presents a call to the PSAP via business access line in a manner similar to a normal exchange telephone call. No other features are provided with this offering. The Customer must subscribe to a minimum of two lines at the PSAP to receive 911 calls.

#### 12.4.2. Enhanced 911 (E911)

- A. E911 is provided with the following optional features: Automatic Number Identification (ANI); Automatic Location Identification (ALI); Selective Routing (SR). Default Routing is a feature of Selective Routing.

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UNIVERSAL EMERGENCY NUMBER SERVICE (911)

12. UNIVERSAL EMERGENCY NUMBER SERVICE (911)

12.5. 911 SERVICE RATES

12.5.1. Messages

- A. No charge will be applied by the Company to the calling party for calls placed to the 911 telephone number.
- B. Charges for messages transferred over exchange facilities from a PSAP are billed according to rates applicable for calls placed within the service area of the serving central office.

12.5.2. B911 Service

A. 911 Exchange Lines

Established rates found elsewhere in this price list, for PBX trunks, flat or measured rate business lines apply for 911 Exchange Lines that terminate at PSAPs. The monthly rate for the Exchange Line is the rate applicable for the exchange or zone in which the PSAP is located. A minimum of two lines from the PSAP's serving Central Office is required.

B. Foreign Zone or Foreign Exchange Service

When 911 is provided from exchanges or zones that do not have local calling to the exchange or zone in which the PSAP is located, charges for Foreign Exchange or Foreign Zone service are applicable. Refer to Private Line or Access Price lists for appropriate charges.

C. Tie Lines, Private Lines or Extension Lines

Tie lines, private lines, extension lines and other such channels connecting a PSAP to various agencies such as police, fire or ambulance service, are provided at established price list rates for such channels and facilities specified in this and other appropriate price lists.

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UNIVERSAL EMERGENCY NUMBER SERVICE (911)

12. UNIVERSAL EMERGENCY NUMBER SERVICE (911)

12.5. 911 SERVICE RATES (Continued)

12.5.3. Enhanced 911 (E911)	Monthly Rate	Non-Recurring Charge
A. Database Updates Monthly rate For updates to the E911 database, per 1000 exchange access arrangements served <sup>1</sup>	\$ 50.00	\$130.00
B. Facility Rates (Per Facility)		
(1) Direct Trunking Facility end office to PSAP serving office	\$145.00	\$170.00
(2) Point of Interconnection with Another Company to Control Office	\$ 70.00	\$110.00
(3) Direct Trunking Point of Interconnection with Another Company to PSAP Serving Office	\$ 50.00	\$ 65.00
(4) End Office outgoing trunk unit <sup>2, 3</sup>	\$ 55.00	\$ 40.00
C. Pass Through Charges		
(1) Amounts billed to the Company by the LEC providing the 911 tandem function.	Cost	Cost

<sup>1</sup> Rounded to nearest 1000 exchange access arrangements served based on the maximum number of exchange access arrangements in service during the most recent month at the time service is established and adjusted annually from the service establishment date. In instances where the count of exchange access arrangements is adjusted upward, non-recurring charges apply for each additional 1000 exchange access arrangements.

<sup>2</sup> Not available on a Direct Trunked E911 System.

<sup>3</sup> Required for E911 exchange lines originating at the PSAP's Serving Office on Direct Trunk E911 Systems.

WINDSTREAM COMMUNICATIONS, INC.  
South Carolina

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ISSUED: July 17, 2006  
BY: Vice President  
Little Rock, Arkansas

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### OPTIONAL CALLING PLANS

#### 13. OPTIONAL CALLING PLANS

##### 13.1. Charleston Executive Choice

###### a. General

Charleston Executive Choice is a LATA-wide optional calling plan that allows a plan subscriber to purchase a block of time for a monthly rate. Calls placed after the block of time is used in a given month are charged at a set rate per minute.

###### b. Regulations

1. Charleston Executive Choice is available to Windstream CLEC business customers in the Charleston Exchange who elect to subscribe to this plan.
2. Qualifying toll is defined as intraLATA Direct Dialed MTS calls for a particular account. To qualify, the call must originate in the Charleston Exchange, must terminate within the LATA, and must be completed without the assistance of an operator. Qualifying calls do not include: Collect calls, Calling Card calls, Person-to-Person calls, Directory Assistance calls, or any other type of operator service call. Calls that qualify for and are included in other calling plans will not qualify for this plan.

###### c. Rates and Charges

Block of Time	Monthly Rate	Overtime per Minute Rate
600 minutes	\$ 20.00	\$0.05
1,200 minutes	35.00	0.05
2,400 minutes	65.00	0.05
4,800 minutes	115.00	0.05
9,600 minutes	195.00	0.05
19,200 minutes	390.00	0.05
38,400 minutes	780.00	0.05
48,000 minutes	985.00	0.05

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South Carolina

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Little Rock, Arkansas

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### OPTIONAL CALLING PLANS

#### 13. OPTIONAL CALLING PLANS (CONT'D)

##### 13.2. Columbia Executive Choice

###### a. General

Columbia Executive Choice is a LATA-wide optional calling plan that allows a plan subscriber to purchase a block of time for a monthly rate. Calls placed after the block of time is used in a given month are charged at a set rate per minute.

###### b. Regulations

1. Columbia Executive Choice is available to Windstream CLEC business customers in the Columbia Exchange who elect to subscribe to this plan.
2. Qualifying toll is defined as intraLATA Direct Dialed MTS calls for a particular account. To qualify, the call must originate in the Columbia Exchange, must terminate within the LATA, and must be completed without the assistance of an operator. Qualifying calls do not include: Collect calls, Calling Card calls, Person-to-Person calls, Directory Assistance calls, or any other type of operator service call. Calls that qualify for and are included in other calling plans will not qualify for this plan.

###### c. Rates and Charges

Block of Time	Monthly Rate	Overtime per Minute Rate
600 minutes	\$ 20.00	\$0.05
1,200 minutes	35.00	0.05
2,400 minutes	65.00	0.05
4,800 minutes	115.00	0.05
9,600 minutes	195.00	0.05
19,200 minutes	390.00	0.05
38,400 minutes	780.00	0.05
48,000 minutes	985.00	0.05



WINDSTREAM COMMUNICATIONS, INC.  
South Carolina

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### OPTIONAL CALLING PLANS

#### 13. OPTIONAL CALLING PLANS (CONT'D)

##### 13.3. Greenville/Spartanburg Executive Choice

###### a. General

Greenville/Spartanburg Executive Choice is a LATA-wide optional calling plan that allows a plan subscriber to purchase a block of time for a monthly rate. Calls placed after the block of time is used in a given month are charged at a set rate per minute.

###### b. Regulations

1. Greenville/Spartanburg Executive Choice is available to Windstream CLEC business customers in the Greenville/Spartanburg Exchange who elect to subscribe to this plan.
2. Qualifying toll is defined as intraLATA Direct Dialed MTS calls for a particular account. To qualify, the call must originate in the Greenville/Spartanburg Exchange, must terminate within the LATA, and must be completed without the assistance of an operator. Qualifying calls do not include: Collect calls, Calling Card calls, Person-to-Person calls, Directory Assistance calls, or any other type of operator service call. Calls that qualify for and are included in other calling plans will not qualify for this plan.

###### c. Rates and Charges

Block of Time	Monthly Rate	Overtime per Minute Rate
600 minutes	\$ 18.00	\$0.05
1,200 minutes	33.00	0.05
2,400 minutes	60.00	0.05
4,800 minutes	108.00	0.05
9,600 minutes	192.00	0.05
19,200 minutes	384.00	0.05
38,400 minutes	768.00	0.05
48,000 minutes	960.00	0.05

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Little Rock, Arkansas

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ABBREVIATED DIALING

14. ABBREVIATED DIALING

14.1. 211 Access to Community Information and Referral

14.1.1. General

- A. 211 Dialing Service ("211") is a three digit local dialing arrangement available in specified areas of Windstream South Carolina, Inc. for delivery of general information via voice grade facilities, for community information and referral services. Pursuant to Order 00-256, issued by the Federal Communications Commission, (FCC) in CC Docket 92-105, the 211 code is assigned for access to community information and referral services. In addition, the 211 subscriber must comply with any orders and rules pertaining to 211, adopted by the FCC in rulemaking proceeding CC Docket 92-105.
- B. 211 is available in Windstream Territory only. To provide access to a 211 number to end users in an independent company territory or to a CLECs end user within the local calling area, the 211 subscriber must make appropriate arrangements with the independent company or CLEC serving that territory.
- C. The Local Calling Area of the 211 subscriber will be the Basic Local Calling Area as defined within this tariff, as facilities permit. If local calling areas are merged, and a 211 number exists in both areas, the 211 subscriber who established the 211 Service first in time will be entitled to retain the 211 in the merged local calling area.
- D. This service is furnished subject to the availability of the 211 number.
- E. 211 Service can be delivered via regular exchange access lines (by individual business lines, PBX trunks, etc.).
- F. Limitations and use of service as stated in this tariff apply.
- G. Directory Listings may be provided for 211 Service at rates and regulations as specified in this Tariff.
- H. Access to 211 Service is not available to the following classes of service:
  - Payphone Service Provider Telephones (PSPs)
  - Hotel/Motel/Hospital Service
  - 1+
  - 0+, 0- (Credit Card, Third-Party Billing, Collect Calls)
  - Inmate Service
  - 101XXXX
  - Cellular - Type 2A

In addition, Operator assisted calls to a 211 subscriber will not be completed.

- I. The 211 subscriber is restricted from selling or transferring the 211 number to an unaffiliated entity, either directly or indirectly.
- J. An "affiliate" of a 211 subscriber is any entity that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the 211 subscriber. The term "control" (including the terms, "controlling", "controlled by", and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract, or otherwise.

If a 211 subscriber becomes an affiliate of or is acquired by another 211 subscriber through merger, acquisition, or otherwise, then the affiliated subscribers must surrender all but one 211 number within 6 months of the merger or acquisition.

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Little Rock, Arkansas

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**ABBREVIATED DIALING**

**14. ABBREVIATED DIALING (Continued)**

**14.1. 211 Access to Community Information and Referral (Continued)**

**14.1.1 General (Continued)**

- K. 211 will not provide calling number information in real time to the 211 subscriber. If the 211 subscriber needs this type of information, the 211 subscriber must subscribe to a compatible Calling Number Identification service.
- L. Calls to a disconnected 211 number will be routed to intercept over the announcement facilities for a maximum of 60 days, when the 211 provider is a Company subscriber. The announcement provided may refer the caller to another telephone number.
- M. 211 Service will be provided within a maximum of 30 days after the customer's request for service has been processed in order to allow the Company sufficient time for provisioning.
- N. The 211 subscriber is prohibited from providing programming which involves live group interaction, such as "GAB" lines, "chat" lines, or similar type programs where the primary purpose is for callers to interact with one another.

**14.1.2. Service Requirements and Conditions**

- A. All requests for 211 Service must be submitted in writing to the South Carolina Public Service Commission. The Commission will allocate 211 Service numbers in the specified Basic Local Calling Areas based upon requirements and/or standards established by the FCC.
- B. Within 30 calendar days of the number assignment, the 211 subscriber must initiate a service request order, which will determine the subscriber's provisioning date. This provisioning date must be within 90 calendar days of the date the 211 number is assigned to the subscriber. The 211 subscriber will be billed the nonrecurring charge when the service is provisioned by the Company.
- C. The 211 subscriber must, prior to provisioning of the service, sign a written acknowledgement of possible recall of the 211 number by the FCC and an agreement to return the code upon receipt of 6 months written notice of such a recall from the Company and abide by all terms and conditions contained in Order 00-256, and any subsequent rules which may be identified by the FCC in CC Docket 92-105 regarding the use and return of such 211 codes. If a recall is affected, the Company will work with all 211 subscribers affected by such recall to transfer their service arrangements, to a 7 or 10 digit arrangement for information services subsequently agreed to by the industry and approved by the FCC. The 211 subscriber will be charged the appropriate tariff rates for the establishment of the new access arrangement.
- D. Only one 7 or 10 digit local number or one 10 digit toll free number may be used as the lead number per basic local calling area. All central offices within a basic local calling area must be pointed to the same 7 or 10 digit local number or one 10 digit toll free number.
- E. The 211 subscriber must (1) obtain a new 7 or 10-digit number, (2) designate an existing non-published 7 or 10-digit number, or (3) change an existing 7 or 10-digit number to a non-published number, which will be established as the lead number in the hunt group, ACD, etc., of the subscriber. This 7 or 10-digit number must be non-published. When the 211 Service is disconnected or discontinued, the 211 subscriber must surrender this 7 or 10-digit number as part of the 211 Service. This 7 or 10-digit number can be either disconnected or a new 7 or 10-digit number can be assigned. Appropriate rates from Section S4 and S6 of this Tariff will apply.

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Little Rock, Arkansas

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**ABBREVIATED DIALING**

**14. ABBREVIATED DIALING (Continued)**

**14.1. 211 Access to Community Information and Referral (Continued)**

**14.1.2. Service Requirements and Conditions (Continued)**

- F. The Federal Communications Commission (FCC) has ordered that certain 211 numbers be assigned for national purposes and certain uses. As requests are submitted by qualifying entities for 211 numbers assigned for national use, the Company will update the Tariff accordingly and inconsistent commercial use of such numbers shall be discontinued according to the following provisions.

Use of 211 Service is subject to possible recall of the 211 code by the NANP (North American Numbering Plan) Administrator for national use. The 211 subscriber must, prior to provisioning of the service, sign a written acknowledgement of this condition and an agreement to return the code upon receipt of 6 months written notice of such a recall from the Company and abide by all terms and conditions contained in Order 97-51 issued, any subsequent rules which may be identified by the FCC in CC Docket 92-105 regarding the use and return of such 211 codes. If a recall is effected by the NANP Administrator, the Company will work with all 211 subscribers affected by such recall to transfer their service arrangements, if technically and economically feasible at the time, to an abbreviated dialing arrangement, and if not feasible, to a seven-digit dialing arrangement within the 6-month notice period. The 211 subscriber will be required to migrate to any standard access arrangement for information services subsequently agreed to by the industry and approved by the FCC. The 211 subscriber will be charged the appropriate tariff rates for the establishment of the new access arrangement.

- G. The 211 Service is provided where facilities permit.
- H. 211 subscribers should work separately with cellular companies to ascertain whether Type 1 cellular customers will be able to reach information services provided by dialing a 211 number. Charges for calls to the 211 number made from cellular end users will be billed to the cellular company. This may require the 211 subscriber to enter into a contractual agreement with the cellular company to provide 3-digit access service and the billing associated with the service.
- I. 211 subscribers should work separately with competitive local exchange companies to ascertain their end user customer will be able to reach information service provided by dialing a 211 number. The CLEC company will bill charges for calls to the 211 number made from CLEC end users. This may require the 211 subscriber to enter into a contractual agreement with the CLEC company to provide 3-digit access service and the billing associated with the service.

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**ABBREVIATED DIALING**

**14. ABBREVIATED DIALING (Continued)**

**14.1. 211 Access to Community Information and Referral (Continued)**

**14.1.2. Service Requirements and Conditions (Continued)**

**J. 211 Service will be provided under the following conditions:**

1. For network sizing and protection, each 211 subscriber must provide an estimate of annual call volumes, the expected busy hour and holding time for each call to 211.
2. The customer will subscribe to adequate telephone facilities initially, and subsequently as may be required, in the judgment of the Company, to adequately handle calls to 211 without impairing the Company's general telephone service or telephone plant. It will be the intent of the Company to provide facilities designed to provide a call blocking probability of one call per hundred during normal busy hours 211 Dialing service.
3. The Company report of the number of local calls completed to each 211 number will serve as the sole document upon which remittance will be made.
4. The 211 subscriber is responsible for obtaining all necessary permission, licenses, written consents, waivers and releases and all other rights from all persons whose work, statements or performance are used in connection with the service, and from all holders of copyrights, trademarks, and patents used in connection with said service.
5. The 211 subscriber shall be liable for, and shall indemnify, protect, defend and save harmless the Company against all suits, actions, claims, demands and judgments, and of all costs, expenses and counsel fees incurred on account thereof, arising out of or resulting directly or indirectly from the Service or in connection therewith, including, but not limited to, any loss, damage, expense or liability resulting from any infringement or claim of infringement, of any patent, trademark, copyright, or resulting from any claim of liable and slander.
6. Suspension of 211 Service is not applicable for the service.
7. When 211 Service is disconnected all remittance money due to the 211 subscriber may be credited or applied to the final bill issued for the recurring charges associated with this Tariff.
8. If a 211 subscriber discontinues subscription to 211 Service, the 211 number will be disconnected and reassigned according to the conditions defined in A. preceding. Upon the termination of 211 Service, the 211 number may be reassigned after 60 days.

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**ABBREVIATED DIALING**

**14. ABBREVIATED DIALING (Continued)**

**14.1. 211 Access to Community Information and Referral (Continued)**

**14.1.2. Service Requirements and Conditions (Continued)**

**J. 211 Service will be provided under the following conditions: (Continued)**

1. Unless otherwise specifically provided in this Tariff, the Company shall be authorized to disconnect any tariffed service provided to the 211 subscriber utilized, directly or indirectly, with the 211 Service which fails to comply with regulations and conditions set forth herein, upon five (5) days notice to the subscriber. Disconnection may be suspended at the discretion of the Company if it receives written certification that the 211 subscriber is in compliance with regulations and conditions of the tariffs. Continual noncompliance shall be cause for disconnection without notice at the discretion of the Company.
2. The 211 subscriber shall respond promptly to any and all complaints lodged with any regulatory authority against any service provided via the 211 number. If requested by the Company, the 211 subscriber shall assist the Company in responding to complaints made to the Company concerning the subscriber's 211 service.
3. A written notice will be sent to any 211 subscriber following oral notification when their service unreasonably interferes with or impairs other services rendered to the public by the Company or by other subscribers of 211 Service. If after notification the subscriber makes no modification in method of operation or in the service arrangements that are deemed service-protective by the Company, or if the subscriber is unwilling to accept the modifications, or if the subscriber continues to cause service impairment, the Company reserves the right, at any time, without further notice, to institute protective measures, up to and including termination of service. In an emergency situation as defined by the Company, the Company reserves the right, at any time, without notice, to institute protective measures, up to and including termination of service.

**K. If a pre-recorded announcement is utilized by the 211 subscriber, the following conditions apply:**

1. The 211 subscriber will provide announcements. The Company will provide only the delivery of the call.
2. 211 subscriber's sponsorship of any particular announcement of recorded program service shall not preclude another 211 subscriber from sponsoring the same or similar announcement or recorded program service.
3. The provision of access to the 211 network by the Company for the transmission of announcement or recorded program services is subject to availability of such facilities and requirements of the local exchange network.
4. The 211 subscriber assumes all financial responsibility for all costs involved in providing announcement or recorded program services including, but not limited to, the recorder-announcement equipment producing the recording, advertising and promotional expenses.
5. The 211 subscriber assumes, according to other specific rates and charges under tariff, all financial responsibility for all facilities required to connect the recorder announcement equipment located on the subscriber's premises.

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**ABBREVIATED DIALING**

**14. ABBREVIATED DIALING (Continued)**

**14.1. 211 Access to Community Information and Referral (Continued)**

**14.1.2. Service Requirements and Conditions (Continued)**

- A. The Company will take all legal and practical steps to disassociate itself from 211 subscribers providing services whose business and/or public conduct (whether demonstrated or proposed) is of a type that generates unacceptable levels of complaints by end users.
- B. In no event shall the Company be liable for any losses or damages of any kind resulting from the unavailability of its equipment or facilities or for any act, omission or failure of performance by the Company, or its employees, or agents, in connection with this Tariff. The Company shall not be responsible for calls that cannot be completed as a result of repair or maintenance difficulties on Company facilities and equipment nor on equipment owned or leased by the subscriber.
- C. The 211 Service subscriber must be located within the principle exchange of the Basic Local Calling Area in which he subscribes to 211 Service.

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**ABBREVIATED DIALING**

**14. ABBREVIATED DIALING (Continued)**

**14.1. 211 Access to Community Information and Referral (Continued)**

**14.1.3. Rates and Charges**

**A. Application of Rates**

1. Nonrecurring charges shall apply for each 211 number per local calling area.
2. 211 subscribers will pay the normal tariffed charges for the local exchange access arrangements (e.g., PBX trunks, Centrex Type Services lines, etc.) used for transporting and terminating messages at the 211 subscriber's designated premises.
3. Applicable service order charges as specified in Section S4 of this Tariff will apply, in addition to the following rates.

**B. Charges applicable to the 211 Service Subscriber:**

1. Establishment of 211 Service, per 211 Service number,  
Per Central Office

Nonrecurring  
Charge  
\$389.90

2. Central Office Activation  
Per Central Office

150.00

3. Change of Point –to Number by Subscriber  
Per Central Office

13,50



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**ABBREVIATED DIALING**

**14. ABBREVIATED DIALING (Continued)**

**14.2. 511 Access to Travel Information Services**

**17.2.1. General**

- A. 511 Dialing Service ("511") is a three digit local dialing arrangement available in specified areas, with Windstream South Carolina, Inc. ("Company"), for delivery of general information via voice grade facilities. Pursuant to Order 00-256, issued by the Federal Communications Commission (FCC) in CC Docket 92-105, the 511 code is assigned for access to travel information services. In addition, the 511 subscriber must comply with any orders and rules pertaining to 511, adopted by the FCC in rulemaking proceeding CC Docket 92-105.
- B. 511 is available from Windstream in Windstream Territory only. To provide access to 511 to end users in an independent company territory or to a Competitive Local Exchange Carriers (CLECs) end users within the local calling area, the 511 subscriber must make appropriate arrangements with the independent company or CLEC serving that territory. The 511 subscriber should work separately with competing local providers to ascertain that its end user customers will be able to travel information services provided by 511.
- C. The Local Calling Area of the 511 Service subscriber will be the Basic Local Calling Area defined in this Tariff, as facilities permit. If local calling areas are merged, and a 511 number exists in both areas, the 511 subscriber who established 511 first in time will be entitled to retain the 511 number in the merged local calling area.
- D. This service is subject to the availability of 511 numbers.
- E. 511 can be delivered via regular exchange access lines (by individual business lines, PBX trunks, etc.)
- F. Limitations and use of service as stated in this Tariff apply.
- G. Directory Listings may be provided for 511 at rates and regulations at no charge.
- H. Access to 511 is not available to the following classes of service:
  - Payphone Service Provider Telephones (PSPs)
  - Hotel/Motel/Hospital Service
  - 1+
  - 0+, 0- (Credit Card, Third-Party Billing, Collect Calls)
  - Inmate Service
  - 101XXXX
  - Cellular - Type 2A

In addition, operator assisted calls to the 511 subscriber will not be completed.

- I. The 511 subscriber is restricted from selling or transferring the 511 code to an unaffiliated entity, either directly or indirectly.

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**ABBREVIATED DIALING**

**14. ABBREVIATED DIALING (Continued)**

**14.2. 511 Access to Travel Information Services (Continued)**

**17.2.1. General (Continued)**

- J. An "affiliate" of a 511 subscriber is any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the 511 subscriber. The term "control" (including the terms "controlling", "controlled by", and under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract, or otherwise. If a 511 subscriber becomes an affiliate of or is acquired by another 511 subscriber through merger, acquisition, or otherwise, then the affiliated subscribers must surrender all but one 511 number within 6 months of the merger or acquisition.
- K. 511 will not provide calling number information in real time to the 511 subscriber. If the 511 subscriber needs this type of information, the 511 subscriber must subscribe to a compatible Calling Number Identification service in A13. preceding.
- L. Calls to a disconnected 511 number will be routed to intercept of the announcement facilities for a maximum of 60 days, when the 511 provider is a Company subscriber. The announcement provided may refer the caller to another telephone number.

**14.2.2. Service Requirements and Conditions**

- A. All requests for 511 must be submitted in writing to the South Carolina Public Service Commission. The Commission will allocate the 511 code in the specified Basic Local Calling Areas based upon requirements and/or standards established by the FCC.
- B. Within 30 days of the number assignment, the 511 subscriber must initiate the request for service. The Company will provision the subscriber's order within a reasonable time, given the complexity of the order. The 511 subscriber will be billed the nonrecurring charge when the service is provisioned by the Company. If during this period, the 511 subscriber has failed to establish service or decides to discontinue service establishment, the 511 number will be recalled and the number will be considered available for reassignment as specified in A. preceding. If the network has been provisioned for the subscriber, the nonrecurring charge will not be refunded or waived.
- C. The 511 subscriber, must prior to provisioning of the service, sign a written acknowledgement of possible recall of the 511 number and an agreement to return the code upon receipt of 6 months written notice of such a recall from the Company and abide by all terms and conditions contained in Order 00-256 issued, any subsequent rules which may be identified by the FCC in CC Docket 92-105 regarding the use and return of such 511 codes. If a recall is affected, the Company will work with all 511 subscribers affected by such recall to transfer their service arrangements, to a 7 or 10 digit dialing arrangement within the 6 month notice period. The 511 subscriber will be required to migrate to any standard access arrangement for information services subsequently agreed to by the industry and approved by the FCC. The 511 subscriber will be charged the appropriate tariff rates for the establishment of the new access arrangement.

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**ABBREVIATED DIALING**

14. ABBREVIATED DIALING (Continued)

14.2. 511 Access to Travel Information Services (Continued)

14.2.2. Service Requirements and Conditions (Continued)

- D. Only one 7 or 10-digit local number or one 10-digit toll free number may be used as the lead number per basic local calling area. All central offices within a basic local calling area must be pointed to same 7 or 10-digit local number or one 10-digit toll free number. Appropriate rates from Sections A3. and A4., of this Tariff will apply.
- E. The 511 Dialing Service is provided where facilities permit.
- F. The 511 subscriber should work separately with cellular companies to ascertain whether Type 1 cellular customers will be able to reach travel information services provided by dialing 511.
- G. The 511 subscriber should work separately with competing local providers to ascertain that its end user customers will be able to reach travel information services provided by dialing 511.
- H. 511 will be provided under the following conditions.
  - 1. For network sizing and protection, the 511 subscriber must provide an estimate of annual call volumes, the expected busy hour and holding time for each call to 511.
  - 2. The customer will subscribe to adequate telephone facilities initially and subsequently as may be required, in the judgment of the Company, to adequately handle calls to 511 without impairing the Company's general telephone service or telephone plant. It will be the intent of the Company to provide facilities designed to provide a call blocking probability of one call per hundred during normal busy hours for 511 Dialing Service.
  - 3. The 511 subscriber is responsible for obtaining all necessary permission, licenses, written consents, waivers and releases and all other rights from all persons whose work, statements or performance are used in connection with the service, and from all holders of copyrights, trademarks, and patents used in connection with said service.
  - 4. The 511 subscriber shall be liable for, and shall indemnify, protect, defend and save harmless the Company against all suits, actions, claims, demands and judgments, and of all costs, expenses and counsel fees incurred on account thereof, arising out of and resulting directly or indirectly from the service or in connection therewith, including, but not limited to, any loss, damage, expense or liability resulting from any infringement or claim of infringement, of any patent, trademark, copyright, or resulting from any claim of liable and slander.
  - 5. Suspension of 511 as covered in Section A2. of this Tariff is not applicable for this service.
  - 6. The 511 subscriber shall respond promptly to any and all complaints lodged with any regulatory authority against any service provided via the 511 number. If requested by the Company, the 511 subscriber shall assist the Company in responding to complaints made to the Company concerning the subscriber's 511 service.

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**ABBREVIATED DIALING**

**14. ABBREVIATED DIALING (Continued)**

**14.2. 511 Access to Travel Information Services (Continued)**

**14.2.2. Service Requirements and Conditions (Continued)**

**H. 511 will be provided under the following conditions. (Continued)**

1. A written notice will be sent to any 511 subscriber following oral notification when their service unreasonably interferes with or impairs other services rendered to the public by the Company or by other subscribers of 511 Service. If after notification the subscriber makes no modification in method of operation or in the service arrangements that are deemed service-protective by the Company, or if the subscriber is unwilling to accept the modifications, or if the subscriber continues to cause service impairment, the Company reserves the right, at any time, without further notice, to institute protective measure, up to and including termination of service. In an emergency situation as defined by the Company, the Company reserves the right, at any time, without notice, to institute protective measures up to and including termination of service.
- I. If a pre-recorded announcement is provided by the 511 subscriber, the following conditions apply.
  1. The 511 subscriber will provide announcements. The Company will provide only the delivery of the call.
  2. 511 subscriber's sponsorship of any particular announcement of recorded program service shall not preclude another 511 subscriber from sponsoring the same or similar announcement or recorded program service.
  3. The provision of access to the 511 network by the Company for the transmission of announcement or recorded program services is subject to availability of such facilities and the requirements of the local exchange network.
  4. The 511 subscriber assumes all financial responsibility for all costs involved in providing announcement or recorded program services including, but not limited to, the recorder-announcement equipment producing the recording, advertising and promotional expenses.
  5. The 511 subscriber assumes, according to other specific rates and charges under tariff, all financial responsibility for all facilities required to connect the recorder-announcement equipment located on the subscriber's premises.
- J. The Company may take all legal and practical steps to disassociate itself from 511 subscribers providing services whose business and/or public conduct (whether demonstrated or proposed) is of a type that in the Company's discretion generates unacceptable levels of complaints by end users.
- K. In no event shall the Company be liable for any losses or damages of any kind resulting from the unavailability of its equipment or facilities or for any act, omission or failure of performance by the Company, or its employees, or agents, in connection with this Tariff. The Company shall not be responsible for calls that cannot be completed as a result of repair or maintenance difficulties on Company facilities and equipment nor on equipment owned or leased by the subscriber.

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**ABBREVIATED DIALING**

**14. ABBREVIATED DIALING (Continued)**

**14.2. 511 Access to Travel Information Services (Continued)**

**14.2.3. Rates and Charges**

**A. Application of Rates**

1. A Service Establishment charge shall apply per basic local calling area.
2. 511 subscribers will pay the normal tariffed charges for the local exchange access arrangements (e.g., PBX trunks, Centrex Type Services lines, etc.) used for transporting and terminating messages at the 511 subscriber's designated premises.
3. Applicable service order charges as specified in Section A4. of this Tariff will apply, in addition to the following rates.
4. A Central Office Activation charge will apply per central office switch translated to the lead number within the basic calling area.
5. A charge will apply to changes to the point-to number at the subscriber's request, per 511 Dialing Service, per central office switch within the basic local calling area.

**B. Charges applicable to the 511 Service Subscriber:**

1. Establishment of 211 Service, per 211 Service number,  
Per Central Office

Nonrecurring  
Charge  
\$389.90

2. Central Office Activation  
Per Central Office

150.00

3. Change of Point -to Number by Subscriber  
Per Central Office

13,50

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**ABBREVIATED DIALING**

**14. ABBREVIATED DIALING (Continued)**

**14.3. 711 Access to Telecommunication Relay Service (TRS)**

**17.3.1. General**

- A. 711 Dialing Code ("711") is a three digit local dialing arrangement for telephone voice transmission access to all relay serviced entities as a toll free call. Order 00-257, issued by the Federal Communications Commission (FCC) in CC Docket 92-105, assigned 711 dialing code for nationwide access to TRS entities to be implemented not later than October 1, 2001.
- B. 711 is available from Windstream in Windstream Territory only. To provide access to 711 to end users in a independent company territory or to a Competitive Local Exchange Carriers (CLECs) end users within the local calling area, the TRS entity must make appropriate arrangements with the independent company or CLEC serving that territory. The TRS entity should work separately with competing local providers to ascertain that its end user customers will be able to reach relay services provided by dialing 711.
- C. This service is subject to the availability of the 711 dialing code.
- D. 711 can be delivered via regular exchange access lines (by individual business lines, PBX trunks, etc.).
- E. This service is subject to limitations and use of service as stated in Section 2 of this Tariff.
- F. Directory Listings may be provided for 711 at no charge.
- G. Access to 711 is not available to the following classes of service:
  - Hotel/Motel/Hospital Service (toll call only)
  - 1+
  - 0+, 0- (Credit Card, Third-Party Billing, Collect Calls)
  - Inmate Service
  - 101XXXX
  - Cellular – Type 2A

In addition, operator assisted calls to the 711 will not be completed.

- H. The TRS entity is restricted from selling or transferring the 711 dialing code to an unaffiliated entity, either directly or indirectly.
- I. An "affiliate" of a TRS entity is any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with the TRS entity. The term "control" (including the terms "controlling", "controlled by", and "under common control with") means the possession, direct or indirect of the power to direct or cause the direction of the management and policies of an entity whether through the ownership of voting securities, by contract, or otherwise.

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**ABBREVIATED DIALING**

**14. ABBREVIATED DIALING (Continued)**

**14.3. 711 Access to Telecommunication Relay Service (TRS) (Continued)**

**14.3.2. Service Requirements and Conditions**

- A. Requests for 711 Dialing Code must be submitted in writing to the South Carolina Public Service Commission, for the assignment of the 711 code, as specified per the Federal Communications Commission in Common Carrier Docket 92-105.
- B. The Company will provision the TRS entity's request within a reasonable time, given the complexity of the order. If, during or at the end of the provisioning period, the TRS entity has failed to establish service or decides to discontinue service establishment, the 711 code will be recalled and the number will be considered available for reassignment as specified in A. preceding.
- C. The TRS entity must, prior to provisioning of the service, sign a written acknowledgement of possible recall of the 711 dialing code by the FCC and an agreement to return the code upon receipt of 6 months written notice of such a recall from the Company or regulation entity and abide by all terms and conditions which may be identified by the FCC in CC Docket 92-105 regarding the use and return of the 711 dialing code. If a recall is effected, the Company will work with the TRS entity affected by such recall to transfer their service arrangements to a 7 or 10-digit dialing arrangement within the 6-month notice period. The TRS entity will be required to migrate to any access arrangement the Telecommunication Relay services subsequently agreed to by the industry and approved by the FCC. The TRS entity will be charged the appropriate tariff rates for the establishment of the new access arrangement.
- D. Only one 10-digit toll free number may be used as the lead number per basic local calling area.
- E. The 711 Dialing Code is provided where facilities permit.
- F. TRS entity should work separately with cellular companies to ascertain whether Type 1 cellular customers will be able to reach Telecommunication Relay services provided by dialing 711.
- G. TRS entity should work separately with competitive local exchange companies to ascertain their end user customers will be able to reach Telecommunication Relay services provided by dialing 711.

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**ABBREVIATED DIALING**

**14. ABBREVIATED DIALING (Continued)**

**14.3. 711 Access to Telecommunication Relay Service (TRS) (Continued)**

**14.3.2. Service Requirements and Conditions (Continued)**

**H. 711 Dialing Code will be provided under the following conditions:**

1. For network sizing and protection, the TRS entity must provide an estimate of annual call volumes, the expected busy hour and holding time for each call to the 711 dialing code.
2. The TRS entity will subscribe to adequate telephone facilities initially and subsequently as may be required, in the judgement of the Company, to adequately handle calls to 711 without impairing the Company's general telephone service or telephone plant.
3. The TRS entity is responsible for obtaining all necessary permission, licenses, written consents, waivers, releases and all other rights from all persons whose work, statements or performance are used in connection with the 711 dialing code, and from all holders of copyrights, trademarks, and patents used in connection with said service.
4. The TRS entity is responsible for, and shall indemnify, protect, defend, and save harmless the Company against all suits, actions, claims, demands and judgements, and of all costs, expenses and counsel fees incurred on account thereof, arising out of and resulting directly or indirectly from the service or in connection therewith, including, but not limited to, any loss, damage, expense or liability resulting from any infringement or claim of infringement, of any patent, trademark, copyright, or resulting from any claim of libel and slander.
5. The TRS entity shall respond promptly to any and all complaints lodged with any regulatory authority against any service provided via 711. If requested by the Company, the TRS entity shall assist the Company in responding to complaints made to the Company concerning the 711 dialing code.
6. A written notice will be sent to any TRS entity following oral notification when their service unreasonably interferes with or impairs other services rendered to the public by the Company. If after notification the TRS entity makes no modification in method of operation or in the service arrangements that are deemed service-protective by the Company, or if the TRS entity is unwilling to accept the modifications, or if the TRS entity continues to cause service impairment, the Company reserves the right, at any time, without further notice, to institute protective measure, up to and including termination of service. In an emergency situation as defined by the Company, the Company reserves the right, at any time, without notice, to institute protective measures up to and including termination of service.



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**ABBREVIATED DIALING**

**14. ABBREVIATED DIALING (Continued)**

**14.3. 711 Access to Telecommunication Relay Service (TRS) (Continued)**

**14.3.2. Service Requirements and Conditions (Continued)**

- I. If a pre-recorded announcement is provided by the TRS entity, the following conditions apply.
  1. The TRS entity will provide announcements. The Company will provide only the delivery of the call.
  2. The provision of access to the 711 network by the Company for the transmission of announcement is subject to availability of such facilities and the requirements of the local exchange network.
  3. The TRS entity assumes all financial responsibility for all costs involved in providing announcement including, by not limited to, the recorder-announcement equipment located on the TRS entity's premises.
  4. The TRS entity assumes, according to other specific rates and charges under tariff, all financial responsibility for all facilities required, to connect the recorder-announcement equipment located on the TRS entity's premises.
- J. The Company may take all legal and practical steps to disassociate itself from TRS entity providing services whose business and/or public conduct (whether demonstrated or proposed) is of a type that in the Company's discretion generates unacceptable levels of complaints by end users.
- K. In no event shall the Company be liable for any losses or damages of any kind resulting from the unavailability of its equipment or facilities or for any act, omission or failure of performance by the Company, or its employees, or agents, in connection with this Tariff. The Company shall not be responsible for calls that cannot be completed as a result of repair or maintenance difficulties on Company facilities and equipment nor on equipment owned or leased by the TRS entity.